

**AMENDMENT TO AGREEMENT No 6**  
**FOR CONSULTATION AND OTHER SERVICES**

This Amendment is entered into this 7 day of June 2005, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and Harris and Associates (hereafter referred to as "CONSULTANT").

**RECITALS**

WHEREAS, the parties entered into an Agreement for professional mapping, survey, and utility engineering services for Weller, Winsor, and Main Street as part of the Milpitas Library Off-site Utility Improvements, Project No. 8153, on October 28, 2003; and

WHEREAS, the parties amended the Agreement to allow CONSULTANT to provide professional engineering services for the creation of the official Plan Lines for Winsor and Weller Avenues, preparation of right of way vacation documents, and preparation of final plans, specifications, and estimates for Winsor Avenue street improvements on March 2, 2004; and

WHEREAS, the parties amended the Agreement to allow CONSULTANT to provide professional engineering services for the creation of a drainage study for the library, garage structure, and development of the City parcels west of Main Street, and to include a portion of Carlo Street between Winsor and Main Street in the official Plan Lines for Winsor and Weller Avenues, and for preparation of a design of for the relocation of existing City Utilities in Main Street between Weller and Carlo Streets as needed for the library project on May 18, 2004; and

WHEREAS, the parties amended the Agreement to allow CONSULTANT to provide professional engineering services to prepare and record a Record of Survey to document existing boundary and survey control points for Weller Lane, Winsor Avenue, Carlo Street, and North Main Street; to prepare a revised Land Use Exhibit incorporating the revised Main Street curb line in front of the library parcel; preparation of typical cross sections for North Main, Weller, and areas under route 237 to coordinate streetscape and utility improvements; and additional coordination meetings with the Utility companies on May 18, 2004; and

WHEREAS, the parties amended the Agreement to allow CONSULTANT to provide professional engineering services to evaluate the flood hazard and *determine possible mitigation and/or structure design requirements* for the library and garage on October 5, 2004; and

WHEREAS, the parties amended the Agreement to allow CONSULTANT to provide additional professional engineering and coordination services for the design of utility and joint trench relocations in North Main Street to accommodate the new County Health Center and Senior Housing projects on February 1st, 2005, and

WHEREAS, the parties now desire to amend the Agreement to allow CONSULTANT to provide additional professional engineering and construction services to support staff with the administration of project construction, include submittal review, responding to RFI's, review of change orders, etc.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. The first sentence in Subsection 1.1, entitled "Term of Services" is amended to read:

The term of this Agreement shall begin on the date first noted above and shall end on **October 16, 2006**.

2. Section 1, entitled "Services" is amended by adding Exhibits "A-8", which are attached hereto and incorporated by reference herein.
3. Section 2, entitled " Compensation " is amended to add Exhibit "B-8", which are attached hereto and incorporated by reference herein. Section 2 is further amended by adding the following to the end of the Section:

The compensation for the services set forth in Exhibits "A-8" is a "not to exceed" amount. The total maximum amount of compensation to be paid for tasks outlined in Exhibits "B-8" shall not exceed **\$18,000,00**.

4. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated **October 28, 2003**, between **Harris and Associates** and the City of Milpitas. The Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policy.
5. All other provisions of the Agreement shall remain in full force and effect.

This Amendment is executed as of the date written above.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT

\_\_\_\_\_  
City Engineer as to content

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Attorney as to Form

ATTESTED BY:

\_\_\_\_\_  
City Clerk

May 17, 2005

Mr. Steve Erickson  
City of Milpitas  
455 E. Calaveras Blvd.  
Milpitas, CA 95035

**Re: Cost Proposal for Additional Services, Contract Amendment #6  
Milpitas Library Utility Relocation and Undergrounding and Survey Services  
Construction Support Services**

Dear Steve:

This proposal is to provide additional design services for the referenced project. As requested by the City, the services are to include support services during construction:

1. Perform reviews of contractors submittals.
2. Respond to RFI's.
3. Review of change orders and provide technical input. Actual change orders will be prepared by City staff.
4. Revisions to utility relocation plans and underground utility plans to accommodate changes in library site plan. These revisions will include extension of the Main Street joint trench around the north and east sides of the library.
5. Contingency to be used as directed by City staff.

Our Fee for performing these additional services will be \$17,730 as described and shown on the attached Exhibit "B" all other Terms and Conditions of our original agreement dated October 28, 2003 with the Redevelopment Agency will remain the same.

Should you have any questions regarding the above please contact me at (408) 842-5777 extension 226, or by e-mail: [mcooper@harris-assoc.com](mailto:mcooper@harris-assoc.com). Thank you for the opportunity to be of service.

Sincerely,

**Harris & Associates**

Michael K. Cooper, PE  
Vice President

CITY OF Milpitas						
Library and Parking Structure						
ESTIMATED ADDITIONAL FEE FOR AMENDMENT NO. 8						
Task Description	Hours					FEE
	PD	PM	PE	TECH	CLERICAL	
Hourly Rate (per Standard Hourly Rate Schedule)	\$ 200.00	\$ 190.00	\$ 145.00	\$ 105.00	\$ 75.00	
<b>1.0 Review of Submittals</b>						
1.1 Review submittals and provide responses		2	16		4	\$ 3,000.00
						\$ -
<b>2.0 Respond to RFI's</b>						\$ -
2.1 Review and prepare responses to RFI's			16		4	\$ 2,620.00
						\$ -
<b>3.0 Review of Change Orders</b>						\$ -
3.1 Review technical data		1	8	4	4	\$ 2,070.00
3.2 Provide revised quantity		1	2	4		\$ 900.00
						\$ -
<b>4.0 Revise Utility Relocation and Undergrounding Plans</b>						\$ -
4.1 Extend Main Street JT		2	8	16		\$ 3,220.00
4.2 Revise utility plans to coordinate with library site plan			4	4		\$ 1,000.00
4.3 Coordinate with utility companies		4	8			\$ 1,920.00
						\$ -
<b>5.0 Contingency</b>						\$ 3,000.00
Total	\$ -	10	62	28	12	\$ 17,730.00
<b>ASSUMPTIONS:</b>						
1. City to provide electronic files of Noite plan line for Library site.						
2. City to provide information to determine new sizes and locations for joint trench connection to library.						